

NEGOTIATED SALES CONTRACT
FOR ALL MATERIALS EXCEPT RUBBER AND FIBER

GS-00-DS-(S)-01278

(Pages)

This contract is entered into by and between the United States of America, hereinafter called the "Government", represented by the Contracting Officer executing this contract and the Contractor below identified. The Contractor agrees to purchase and the Government agrees to sell the material described below in accordance with the terms specified on this page and on any continuation pages attached hereto, and General Terms and Conditions (GSA Form 2042), dated May 1967 and Special Terms and Conditions.

ITEM	DESCRIPTION OF PROPERTY (After each item listed below, state the time and place of delivery and applicable delivery terms)	QUANTITY (Number of units)	UNIT	UNIT PRICE	AMOUNT
	CROCIDOLITE ASBESTOS, GRADE S, AUSTRALIAN ORIGIN, packaged in bags, and located at the GSA-PMDS Baton Rouge Depot, Baton Rouge, Louisiana. Depot is served by ICRR with rail-point at Sharp, Louisiana.	3,994	SHORT TON	\$186	\$742,884
	<u>THIS IS AN "AS-IS" SALE.</u>				
	Contractor as appears herein is the Purchaser.				

JUN 12 1970

7D McC

7DA Streets

7DM Grace

7DMI Bernice

7DMO3 Velda

Cagle File

cc: TAMB

CONTRACTOR REPRESENTS: (Check appropriate boxes)

GSA Form 2042

1. That he ☒ is, ☐ is not, a small business concern. (See / for definition of small business and small business classifications referred to in 2, below.)
2. If Contractor represents he is a small business concern, he further represents his applicable classification as:
(Check one) ☐ (1) ☒ (2) ☐ (3) ☐ (4)
3. (a) That he ☐ has, ☒ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract, and (b) that he ☐ has, ☒ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) of this paragraph 3 as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations. 41 CFR 101-45.313-3).

INDICATE WHETHER ☐ INDIVIDUAL; ☐ PARTNERSHIP; ☒ CORPORATION. INCORPORATED IN THE STATE OF New York

EXECUTION BY CONTRACTOR	EXECUTION BY GOVERNMENT
DATE May 28, 1970	DATE JUN 1 1970
NAME OF CONTRACTOR HUXLEY BARTER CORPORATION Time & Life Building	UNITED STATES OF AMERICA
ADDRESS (Street, city, zone, and State. Type or print) Rockefeller Center New York, New York 10020	BY <u>S. D. Goodman</u> S. D. GOODMAN Chief, Minerals and Ores Branch (Contracting Officer)
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature) Adam Novak President	THIS CONTRACT IS AUTHORIZED BY AND NEGOTIATED PURSUANT TO THE FOLLOWING LAW: Public Law 89-463, dated June 21, 1966.

The General Terms and Conditions for the Sale of Strategic and Critical Materials (GSA Form 2042, May 1967) are incorporated herein and made a part of this contract and shall govern to the extent that they are not modified by, or in conflict, or inconsistent with any other terms or conditions of this contract. Conditions 3, 19, and "Instructions to Bidders" of GSA Form 2042 are deleted.

SPECIAL TERMS AND CONDITIONS

1. DELIVERY OF PROPERTY

- (a) Material shall be delivered by the Government to the Purchaser f.o.b. carrier's conveyance at the GSA-PMDS Baton Rouge Depot, Baton Rouge, Louisiana, to be delivered in 250 ton lots at equal intervals beginning July 1, 1970 and ending June 30, 1972.

Two dollars (\$2) per short ton, or a fraction thereof, per month, or a fraction thereof until removed, beginning on July 1, 1972, shall constitute the reasonable storage charge provided for in Condition 8 of the General Terms and Conditions (GSA Form 2042). Payment for storage charges shall be made by the Purchaser promptly upon receipt of invoice therefor.

2. PAYMENT

Payment of the full purchase price for the material sold hereunder shall be made in accordance with the provision as set forth in Condition 4 (a), "Payment," of the General Terms and Conditions (GSA Form 2042).

3. WEIGHING

Article 11 of the General Terms and Conditions for the sale of Strategic and Critical Materials (GSA Form 2042) is hereby deleted and the following substituted therefor:

The producer's weight of record with the Government shall be final for payment purposes.